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ELEVANCE HEALTH, INC.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

STACY FENNELL, an individual,

**Plaintiff.**

vs.

ANTHEM, INC., and DOES 1 through 50 inclusive.

## Defendants.

CasNo. 2:22-cv-07379-PA-E

**ORDER RE: JOINT  
STIPULATION FOR BINDING  
ARBITRATION**

Action Filed: May 19, 2022  
Removal Date: October 11, 2022  
Trial Date: October 24, 2023

## ORDER

Pursuant the Stipulation of Plaintiff Stacy Fennell (“Plaintiff”) and Defendant Elevance Health Inc. f/k/a Anthem, Inc. (“Elevance Health” or “Defendant”), and for good cause showing, IT IS SO ORDERED:

1. Plaintiff shall arbitrate the claims asserted in this Action in accordance with the Arbitration Policy that is attached as **Exhibit A** to the Parties' Joint Stipulation and the terms of the Stipulation itself.

2. Because the Parties have agreed to submit this entire action to binding arbitration, the Court concludes that a valid agreement to arbitrate exists and that it encompasses each of the claims at issue in this action. Having referred Plaintiff's claims to arbitration, the Court DISMISSES the action without prejudice. *See Thinket Ink Info. Res., Inc. v. Sun Microsystems, Inc.*, 368 F.3d 1053, 1060 (9th Cir. 2004) (holding that district court did not err in dismissing claims subject to arbitration and noting that FAA allows but does not require a stay of court proceedings).

## IT IS SO ORDERED.

Dated: January 4, 2023

Percy Anderson  
United States District Judge